

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM372523

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ITT Manufacturing Enterprises, LLC		05/22/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SLMTI DS LLC		
<b>Street Address:</b>	2002 Black Oak Ave.		
<b>City:</b>	Montevideo		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	56265		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2472592	TORQUE SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	mgrieco@olshanlaw.com		
<b>Correspondent Name:</b>	Mary L. Grieco, Safia A. Anand		
<b>Address Line 1:</b>	65 East 55 Street		
<b>Address Line 4:</b>	New York, NEW YORK 11105		
<b>ATTORNEY DOCKET NUMBER:</b>	SLM001 USA A9		
<b>NAME OF SUBMITTER:</b>	Mary L. Grieco		
<b>SIGNATURE:</b>	/marylgrieco/		
<b>DATE SIGNED:</b>	02/09/2016		
<b>Total Attachments: 6</b>			
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CH \$40.00 2472592



## TRADEMARK and COPYRIGHT ASSIGNMENT

This TRADEMARK and COPYRIGHT ASSIGNMENT (the "Assignment") is made by and between ITT Manufacturing Enterprises LLC, a corporation organized under the laws of the State of Delaware having offices at 1105 North Market Street, Suite 1300, Wilmington Delaware 19801 (the "Assignor") and SLMTI DS LLC, a limited liability company organized under the laws of the State of Delaware having offices at 2002 Black Oak Ave., Montevideo, MN 56265 (the "Assignee"), and shall become effective as of May 22 2015.

WHEREAS, Assignor is a wholly owned subsidiary of ITT Corporation which also owns ITT TORQUE SYSTEMS, INC. (the "Seller").

WHEREAS, Assignee has entered into an Asset Purchase Agreement dated as of May22,2015 (the "Asset Purchase Agreement"), with Seller.

WHEREAS, Seller uses the trademark TORQUE SYSTEMS (the "Trademark") in connection with certain graphics as shown in Annex A.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, the parties agree as follows:

1.1 Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Trademark together with the goodwill of the business connected with the use thereof and symbolized thereby, all registrations and applications for registration thereof, including but not limited to US Trademark Registration No. 2472592, and rights of renewal and extension thereof, the right to claim priority or seniority thereof, all common-law rights related thereto and all causes of action and rights of recovery for infringements, dilutions or violations of the foregoing prior to the date hereof.

1.2 Seller hereby assigns, transfers and conveys to Assignee all of Seller's right, title and interest in and to the copyright on the graphics as shown in Annex A in connection with the Trademark.

2. Each party acknowledges that (i) this Assignment is a legal, valid and binding obligation of the assigning party, (ii) it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms, (iii) any representations and warranties as may be contained in the Asset Purchase Agreement are the only representations and warranties made with respect to the Trademark, and (iv) except as otherwise set forth in the Asset Purchase Agreement, the Trademark is being assigned, transferred and conveyed "as is".

3. The right, title and interest in and to the Trademark is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as they would have been held and enjoyed by Assignor had this assignment not been made.

4. This Assignment shall be effective as between the parties as of the date hereof. This Assignment has been executed and delivered for the purpose of recording this Assignment with the United States Patent and Trademark Office or any other applicable office in any applicable foreign jurisdiction. This Assignment has been executed and delivered in connection with the Asset Purchase Agreement, and is expressly subject to the terms and conditions thereof. Assignee shall be responsible for any filings, fees or other expenses that may arise in connection with this Assignment, including any filings, fees and expenses required to record, perfect, validate or effectuate this Assignment in the United States Patent and Trademark Office or any other applicable office in any applicable foreign jurisdiction.

5. Assignor shall, without undue delay, sign, execute and deliver any additional documents provided by Assignee that may be reasonably required for recording this Assignment in any applicable

office in any applicable foreign jurisdiction. Expenses for notarization, legalization or apostil of signatures shall be paid by Assignee.

6. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement.

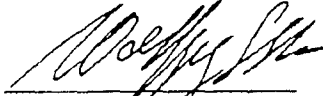
7. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first written above

Date: May 20 2015

ITT Manufacturing Enterprises LLC (Assignor)



Name: Wolfgang Easer

Title: Vice President, Patent Counsel & Assistant Secretary

Date: May \_\_\_ 2015

ITT TORQUE SYSTEMS, INC (the "Seller")

\_\_\_\_\_  
Name: Denise Brower

Title: Authorized Signatory

Date: May \_\_\_ 2015

SLMTI DS LLC (Assignee)

\_\_\_\_\_  
Name: Thomas H Lemley

Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first written above.

Date: May \_\_\_ 2015

ITT Manufacturing Enterprises LLC (Assignor)

\_\_\_\_\_  
Name: Wolfgang Esser  
Title: Vice president, Patent Counsel & Assistant Secretary

Date: May 22 2015

ITT TORQUE SYSTEMS, INC. (the "Seller")

LB Brewer  
\_\_\_\_\_  
Name: Denise Brewer  
Title: Attorney at Law

Date: May \_\_\_ 2015

SLMTI DS LLC (the "Assignee")

\_\_\_\_\_  
Name: Thomas H. Lemley  
Title: President

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Date: May \_\_\_ 2015

ITT Manufacturing Enterprises LLC (Assignor)

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Name: Wolfgang Esser  
Title: Vice president, Patent Counsel & Assistant Secretary

Date: May \_\_\_ 2015

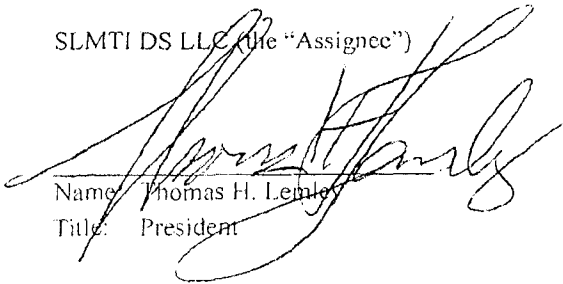
ITT TORQUE SYSTEMS, INC. (the "Seller")

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Name:  
Title:

Date: May 22 2015

SLMTI DS LLC (the "Assignee")



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Name: Thomas H. Lemley  
Title: President

ANNEX A

